

“**Assured/Syncora Secondary Bonds**”) that are primarily insured by Syncora ~~Guarantee Inc. (“Syncora”).~~¹

(xxii) “**Assured Insured Interest Rate Swaps**” means (i) that certain International Swap and Derivatives Association, Inc. Master Agreement, including its related Schedule and Credit Support Annex, each dated as of April 18, 2007, by and between PREPA and JPMorgan Chase Bank, N.A., and a transaction entered into pursuant to such documents and reflected in that certain confirmation dated April 27, 2007, insured by Assured pursuant to that certain Financial Guaranty Insurance Policy, #218491A-SWP, issued on May 3, 2007, and secured by PREPA’s “Subordinate Obligations Fund” established and governed by the Trust Agreement; and (ii) that certain International Swap and Derivatives Association, Inc. Master Agreement, including its related Schedule and Credit Support Annex, each dated as of April 18, 2007, by and between PREPA and UBS AG, and a transaction entered into pursuant to such documents and reflected in that certain confirmation dated as of April 18, 2007 and insured by Assured pursuant to that certain Financial Guaranty Insurance Policy, No. 208491B-SWP, dated as of May 3, 2007, and secured by PREPA’s “Subordinate Obligations Fund” established and governed by the Trust Agreement.

(xxiii) “**Assured Securitization Bonds**” means Securitization Bonds allocable to holders of Assured Insured Bonds, Securitization Bonds allocable to Assured as a beneficial owner of Uninsured Bonds identified on Assured’s signature page hereto, or Securitization Bonds that Assured is otherwise entitled to receive, in each case in accordance with the terms of this Definitive RSA.

(xxiv) “**Assured Treatment**” means the treatments set forth in the Recovery Plan Term Sheet with respect to Assured on the account of the Assured Insured Bonds, the Uninsured Bonds identified on Assured’s signature page hereto that are beneficially owned by Assured and the Assured Insured Interest Rate Swaps.

(xxv) “**Bankruptcy Code**” means title 11 of the United States Code, as amended, §101, *et seq.*

(xxvi) “**Bankruptcy Rule(s)**” means the Federal Rules of Bankruptcy Procedure.

(xxvii) “**Bond(s)**” has the meaning given to such term in the Recitals.

(xxviii) “**Bond Claim**” means the Claim(s) in respect of any Bond.

¹ With respect to the Assured/Syncora Secondary Bonds, ~~the Government Parties agree to work collaboratively with Assured on a treatment consistent with the Assured Treatment for such Assured/Syncora Secondary Bonds prior to the Disclosure Statement filing date~~ such Bonds shall be treated as Syncora Insured Bonds.

(xxix) “**Bond Counsel**” means U.S. nationally recognized bond counsel retained by SPV.

(xxx) “**Bond Documents**” has the meaning given to such term in the Recitals.

(xxxii) “**Bond Insurance Agreements**” has the meaning given to such term in the Recitals.

(xxxiii) “**Bond Qualified Transferee**” has the meaning given to such term in Section 6(c)(i).

(xxxiii) “**Bondholder(s)**” has the meaning given to such term in the Recitals.

(xxxiv) “**Bondholder Breach**” shall mean, whether prior to or after a Securitization Termination (a) any Supporting Holder commences or joins a Bondholder Litigation; (b) a Supporting Holder takes any action that has a material adverse effect on any Transformation Transaction; or (c) a breach by a Supporting Holder of any of the Bondholder Breach Covenants, or any of the representations set forth in Section 11 are untrue as to such Supporting Holder in any material respect, which in the case of each of clauses (a)-(c), remains uncured for a period of twenty (20) business days after the receipt by such Supporting Holder of notice in accordance with Section 27 of such breach from any Government Party.

(xxxv) “**Bondholder Breach Covenants**” means the covenants of the Supporting Holders set forth in Sections 2(a), 2(f)(ii), 3(a), 3(b), 3(c), 3(l), 3(n), 5(a), 5(b), 6(a)(i), 6(b), 6(c)(i) (subject to the provisions of Section 6(c)(ii)), and 6(d) of this Agreement.

(xxxvi) “**Bondholder Litigation**” means (A) any litigation, action, or claim (including, without limitation, the Monoline Motion) by the Trustee, a Bondholder or insurer of Bonds involving or directly relating to PREPA or the Transformation Transaction, including appeals related thereto, in any court of competent jurisdiction including, but not limited to, the Title III Court, (a) seeking relief from the automatic stay for any purpose, including to allow Bondholders to seek appointment of a receiver or to exercise any rights or remedies under the Trust Agreement or the Puerto Rico Electric Power Authority Act (Act 83-1941), as amended (including actions as a Bondholder on account of the Bonds and including seeking adequate protection (other than the Adequate Protection Payments if required under this Definitive RSA or the 9019 Order)), or under any other law, rule, or regulation relating to PREPA, the Transformation Transaction or the Bonds, (b) pursuing such rights or remedies with or without such stay relief, (c) seeking adequate protection (other than the Adequate Protection Payments if required under this Definitive RSA or the 9019 Order) or other payments under the Trust Agreement (including under section 922(d) of the

Bankruptcy Code (if applicable)), or (d) directing the Trustee to do any of the foregoing, and (B) the Supporting Holders providing legal or financial advice or assistance to any other party pursuing any Bondholder Litigation. “Bondholder Litigation” shall not include actions taken by Supporting Holders in capacities other than their capacities as Bondholders or insurers of Bonds, and shall also not include participation in any litigation related to the Appointments Clause; provided that no Supporting Holder shall oppose the Settlement Motion in any capacity, and doing so shall constitute Bondholder Litigation.

(xxxvii) “**Chosen Court**” has the meaning given to such term in Section 15.

(xxxviii) “**Claim**” has the meaning given to such term in section 101(5) of the Bankruptcy Code.

(xxxix) “**Confirmation Order**” means a court order pursuant to Title III of PROMESA approving the Plan as satisfying the requirements of Title III of PROMESA, any proposed version of which shall implement the Definitive RSA and provide necessary findings and legal conclusions to support the Transformation Transaction.

(xl) “**Consulting Parties**” shall mean National and Syncora.

(xli) ~~(xl)~~ “**CUSIP**” means a Committee on Uniform Securities Identification Procedures number.

(xlii) ~~(xli)~~ “**Demand Protections**” means the protections set forth on Schedule I-A to the Securitization Term Sheet.

(xliii) ~~(xlii)~~ “**Definitive Documents**” or “**Definitive Documentation**” means the Settlement Motion, the 9019 Order, the Tolling Agreement, the Securitization Documents, IRS Private Letter Ruling Request (if any), IRS Private Letter Ruling (if any), Amended Act (as defined in the Securitization Term Sheet), and any agreements, instruments, schedules, resolutions, exhibits, supplements, annexes, appendices, opinions, legislation, rules, regulations, and orders related to the foregoing.

(xliv) ~~(xliii)~~ “**Delayed Implementation Date**” has the meaning given to such term in Section 2(e)(i).

(xlv) ~~(xliv)~~ “**Disclosure Statement**” means the disclosure statement in respect of the Plan, approved by an order of the Title III Court as containing adequate information under section 1125(b) of the Bankruptcy Code, and disseminated to creditors of PREPA in connection with the solicitation of votes on the Plan.

(xlv) ~~(xlv)~~—“**Disclosure Statement Order**” means the order to be entered by the Title III Court authorizing the use of the Disclosure Statement for soliciting votes on the Plan and establishing solicitation procedures.

(xlvii) ~~(xlvii)~~—“**Dismissal Motion**” has the meaning given to such term in Section 3(a).

(xlviii) ~~(xlviii)~~—“**DSRF**” has the meaning given to such term in the Recovery Plan Term Sheet.

(xlix) ~~(xlix)~~—“**Effective Date**” means the date upon which all the conditions to the effectiveness of the Plan have been satisfied or waived in accordance with its terms, which conditions precedent shall include the provision of the Securitization Bond Treatment or Stipulated Treatment, as applicable, subject to the Definitive Documents and the Additional Definitive Documents.

(l) ~~(xlix)~~—“**EMMA**” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system at www.emma.msrb.org.

(li) ~~(li)~~—“**Exchange Ratio**” has the meaning given to such term in the Recovery Plan Term Sheet.

(lii) ~~(lii)~~—“**Financial Indebtedness**” means any Bonds or any funded debt owed to the fuel line lenders.

(liii) ~~(lii)~~—“**Fiscal Plan**” means the certified fiscal plan (as defined in PROMESA) for PREPA, as may be amended and certified in accordance with PROMESA.

(liv) ~~(liii)~~—“**FOMB**” has the meaning given to such term in the Preamble.

(lv) ~~(liii)~~—“**Force Majeure Event**” has the meaning given to such term in Section 8.

(lvi) ~~(lv)~~—“**Government Parties**” means collectively AAFAF, FOMB, and PREPA, and each of AAFAF, FOMB, and PREPA is referred to individually as a “**Government Party**.”

(lvii) ~~(lvi)~~—“**Increased Settlement Charge**” has the meaning given to such term in Section 2(e)(i).

(lviii) ~~(lvii)~~—“**Increased Settlement Payment**” has the meaning given to such term in Section 2(e)(ii).

(lix) ~~(lviii)~~—“**Individual Termination**” has the meaning given to such term in Section 9(d)(v).

(lx) “Insurance Conditions” has the meaning given to such term in the Recovery Plan Term Sheet.

(lxi) ~~(lix)~~ **“Insured Bonds”** has the meaning given to such term in the Recitals.

(lxii) ~~(lx)~~ **“Insurers”** has the meaning given to such term in the Recitals.

(lxiii) ~~(lxi)~~ **“IRS”** means the United States Internal Revenue Service.

(lxiv) ~~(lxii)~~ **“IRS Private Letter Ruling”** means all private letter rulings or closing agreements, if any, that Bond Counsel requires in order to deliver an unqualified opinion that interest on all or a portion of the Securitization Bonds is excludable from gross income for federal income tax purposes and exempt from all state and Puerto Rico taxes.

(lxv) ~~(lxiii)~~ **“IRS Private Letter Ruling Request”** means any documents submitted to the IRS requesting or supporting an IRS Private Letter Ruling and any related material submissions, if any, including any written pre-submission communications.

(lxvi) ~~(lxiv)~~ **“Joinder Agreement”** means a joinder agreement in the form of Exhibit A hereto.

(lxvii) ~~(lxv)~~ **“Joinder Period”** has the meaning given to such term in Section 2(c)(iii).

(lxviii) ~~(lxvi)~~ **“Lien Challenge”** means any action that a Government Party (including, without limitation, as to FOMB, any future or successor to FOMB and any members thereof) may bring to challenge the liens and claims (including the validity, priority, nature or extent of any liens or security interests) related to the Bonds.

(lxix) ~~(lxvii)~~ **“Market Fixed Rate”** has the meaning given to such term in the Recovery Plan Term Sheet.

(lxx) ~~(lxviii)~~ **“Monoline Motion”** means the Motion of National ~~Public Finance Guarantee Corporation~~, Assured ~~Guaranty Corp.~~, Assured ~~Guaranty Municipal Corp.~~, and Syncora ~~Guarantee Inc.~~ for Relief from the Automatic Stay to Allow Movants to Enforce their Statutory Right to Have a Receiver Appointed [Case No. 17-04780, Dkt. No. 975].

(lxxi) ~~(lxix)~~ **“Other Insured Bonds”** “National” has the meaning given to such term in Section 6(d)(i) the Preamble.

(lxxii) “National Acceleration Price Payment Option” has the meaning given to such term in the Recovery Plan Term Sheet.

(lxxiii) “National Bondholder Elections” has the meaning given to such term in the Recovery Plan Term Sheet.

(lxxiv) “National Election” has the meaning given to such term in the Recovery Plan Term Sheet.

(lxxv) “National Insurance Policies” has the meaning given to such terms in the Recovery Plan Term Sheet.

(lxxvi) “National Insured Bonds” means the Bonds insured by National.

(lxxvii) “National Securitization Bonds” means Securitization Bonds allocable to holders of National Insured Bonds, Securitization Bonds allocable to National as a beneficial owner of Uninsured Bonds identified on National’s signature page hereto, or Securitization Bonds that National is otherwise entitled to receive, in each case in accordance with the terms of the Agreement.

(lxxviii) “National Treatment” means the treatments set forth in the Recovery Plan Term Sheet with respect to National on the account of the National Insured Bonds and the Uninsured Bonds identified on National’s signature page hereto that are beneficially owned by National.

(lxxix) ~~(lxx)~~ “Outside Date” means June 30, 2020.

(lxxx) ~~(lxxi)~~ “Parties” has the meaning given to such term in the Preamble.

(lxxxii) ~~(lxxii)~~ “Permitted Objection” means an objection by a Supporting Holder to a Plan, qualifying modification, exchange, or restructuring of Bonds subject to this Agreement (i) solely on the grounds that it does not comply with this Agreement or does not provide the Stipulated Treatment, as applicable, or (ii) ~~in the case of an Uninsured Supporting Holder that holds Other Insured Bonds, a limited objection to its treatment solely on account of its Insured Bonds with respect to the treatment of the Bond Insurance Agreements, including the terms, conditions, and structure of any custodial trust or escrow arrangement relating to such Bond Insurance Agreements, if such treatment is unreasonable or violates the rights of the beneficial holders of the Other Insured Bonds under the Bond Insurance Agreements and to the extent it would have been able to file such objection if it were not a Supporting Holder or~~ (iii) in the case of an Uninsured Supporting Holder that holds Assured Insured Bonds, Syncora Insured Bonds, or National Insured Bonds, a limited objection to its treatment solely on account of its Assured Insured Bonds, Syncora Insured Bonds, or National Insured Bonds, as applicable, with respect to the treatment of the Bond Insurance Agreements, including the terms, conditions, and structure of any custodial trust or escrow arrangement relating to such Bond Insurance Agreements, if such treatment violates the rights of the beneficial holders of the Assured Insured Bonds, Syncora Insured Bonds, or National Insured Bonds under the Bond Insurance Agreements and to the extent it would have been able to file such objection if it were not a

Supporting Holder. Notwithstanding anything herein to the contrary, a Permitted Objection shall not be considered a Bondholder Litigation or a Bondholder Breach.

~~(lxxxii)~~~~(lxxxiii)~~ **“Permitted Puerto Rico Objection”** means an objection by AAFAF to a Plan proposed by FOMB, including an objection to the treatment or classification of any Claims under the Plan, other than an objection that relates to the classification or treatment of the Bond Claims or Bonds.

~~(lxxxiii)~~ ~~(lxxxiv)~~ **“PIK Payments”** has the meaning given to such term in the Recovery Plan Term Sheet.

~~(lxxxiv)~~ ~~(lxxxv)~~ **“Plan”** means the plan of adjustment (including any supplements thereto) for PREPA pursuant to Title III of PROMESA.

~~(lxxxv)~~~~(lxxxvi)~~ **“PREB”** means the Puerto Rico Energy Bureau.

~~(lxxxvi)~~ ~~(lxxxvii)~~ **“PREB Order”** means any order(s) from PREB concerning this Agreement.

~~(lxxxvii)~~ ~~(lxxxviii)~~ **“Preliminary RSA”** means that certain Preliminary Restructuring Support Agreement (including the exhibits and annex thereto), dated as of July 30, 2018, by and among PREPA, AAFAF, FOMB and the Bondholders who are or were parties to such agreement, as extended from time to time.

~~(lxxxviii)~~ ~~(lxxxix)~~ **“PREPA”** has the meaning given to such term in the Preamble

~~(lxxxix)~~ ~~(lxxx)~~ **“PROMESA”** has the meaning given to such term in the Recitals.

~~(xc)~~ ~~(lxxxi)~~ **“Qualified Marketmaker”** means an entity that (x) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers debt securities such as the Bonds or enter with customers into long and short positions in debt securities such as the Bonds, in its capacity as a dealer or market maker in such Bonds; (y) is in fact regularly in the business of making a market in debt securities; and (z) if transacting with respect to Bonds, is registered with the SEC and Financial Institutions Regulatory Authority..

~~(xci)~~ ~~(lxxxii)~~ **“Recovery Plan Term Sheet”** means the term sheet attached Exhibit C hereto.

~~(xcii)~~ ~~(lxxxiii)~~ **“Required Holders”** means the Required Uninsured Holders and Assured.

(xciii) ~~(lxxxiv)~~—“**Required Parties**” means at any time (i) each Government Party that is party to this Definitive RSA at such time, (ii) the Required Uninsured Holders, and (iii) Assured.

(xciv) ~~(lxxxv)~~—“**Required Threshold**” means (A) no later than two (2) business days prior to hearing on the Settlement Motion (i) Uninsured Supporting Holders holding a minimum of 60% in aggregate principal amount of the Uninsured Bonds or (ii) Supporting Holders holding or insuring a minimum of 60% in aggregate principal amount of all Bonds and (B) no later than September 1, 2019 (and continuing thereafter) (i) Uninsured Supporting Holders holding a minimum of 67% in aggregate principal amount of the outstanding Uninsured Bonds and (ii) Supporting Holders holding or insuring a minimum of 67% in aggregate principal amount of all outstanding Bonds.

(xcv) ~~(lxxxvi)~~—“**Required Uninsured Holders**” means, as of any date of determination, Ad Hoc Group Members that beneficially own or control at least a majority in principal amount of the aggregate amount of the Uninsured Bonds beneficially owned or controlled by all Ad Hoc Group Members as of such date.

(xcvi) ~~(lxxxvii)~~—“**Restructuring**” means the proposed restructuring of the Bonds subject to this Agreement as provided in this Agreement.

(xcvii) ~~(lxxxviii)~~—“**RSA Execution Date**” means the date on which counterpart signature pages to this Definitive RSA shall have been executed and delivered by PREPA, AAFAF, FOMB, Assured and the members of the Ad Hoc Group.

(xcviii) ~~(lxxxix)~~—“**RSA Marketmaker**” means a Qualified Marketmaker acting in its capacity as a Qualified Marketmaker that is party to an RSA Marketmaker Joinder approved by the Required Uninsured Holders and each Government Party.

(xcix) ~~(xe)~~—“**RSA Marketmaker Joinder**” means a joinder agreement in the form attached as Exhibit B hereto, with such modifications as are acceptable to the Required Uninsured Holders and each Government Party. The Ad Hoc Group and Government Parties agree to work together in good faith to agree on reasonable modifications to such form of joinder agreement to address any concerns that may be raised by a Qualified Marketmaker.

(c) ~~(xei)~~—“**RSA Marketmaker List**” means a list of RSA Marketmakers, an updated version of which shall be available at a dedicated URL and also posted on EMMA. The RSA Marketmaker List shall be promptly updated (A) to add any new RSA Marketmaker that signs an RSA Marketmaker Joinder and (B) to remove any RSA Marketmaker that (x) fails to materially comply with the requirements of the RSA Marketmaker Joinder or (y) is no longer regularly in the business of making a market in Uninsured Bonds subject to

this RSA. The dedicated URL for the RSA Marketmakers List shall be posted on EMMA. The initial RSA Marketmaker List shall be delivered to the Supporting Holders party hereto at the time of such delivery and shall include the date on which the RSA Marketmaker Period starts.

(ci) ~~(xeii)~~ “**RSA Marketmaker Period**” means the period after the date set forth on the initial RSA Marketmaker List delivered to the Supporting Holders (which shall not be earlier than the 15th day following the RSA Execution Date).

(cii) ~~(xeiii)~~ “**SEC**” means the United States Securities and Exchange Commission.

(ciii) ~~(xeiv)~~ “**Securitization Bonds**” or “**Securitization Instruments**” means the Tranche A Bonds and Tranche B Bonds.

(civ) ~~(xev)~~ “**Securitization Bond Treatment**” means the issuance of Securitization Bonds on the terms and conditions set forth in this Definitive RSA. The Securitization Bonds shall be issued on the Effective Date of the Plan and shall not be issued pursuant to a Title VI qualifying modification or similar structure without the consent of the Government Parties and the Required Holders, after consultation with the Consulting Parties.

(cv) ~~(xevi)~~ “**Securitization Documents**” means all documents, resolutions, certificates, and opinions, relating to the Securitization Instruments or Transition Charge, including, without limitation, any resolutions, trust agreements, insurance or surety documents, servicing agreements, depository agreements, the Securitization Instruments, governing documents of SPV, and any documents entered into or adopted by SPV or PREPA affecting the Securitization Instruments or the holders thereof.

(cvi) ~~(xevii)~~ “**Securitization Protections Term Sheet**” means Schedule I-B to the Securitization Term Sheet.

(cvii) ~~(xeviii)~~ “**Securitization Termination**” has the meaning given to such term in Section 9(b).

(cviii) ~~(xeix)~~ “**Securitization Term Sheet**” means the Term Sheet attached as Annex A to the Recovery Plan Term Sheet.

(cix) ~~(e)~~ “**Settlement Charge**” means a charge of 1 c/kWh to be implemented by PREPA and included in its customer bills by July 1, 2019.

(cx) ~~(ei)~~ “**Settlement Motion**” has the meaning given to such term in Section 2(a).

(cxi) ~~(eii)~~ “**Settlement Payments**” means commencing ~~August 30, 2019~~ in accordance with Section 5(c)(iv) and continuing through the earliest of

(A) a Stipulated Treatment Termination, (B) a termination pursuant to Section 9(d)(vi) as to PREPA or AAFAF, (C) the Effective Date, or (D) dismissal of PREPA's Title III Case, monthly settlement payments to be made by PREPA equal to (i) the number of kilowatt hours PREPA billed during the previous month, multiplied by (ii) 92% (representing the projected collection percentage and certain statutory exceptions), multiplied by (iii) the Settlement Charge.

(cxii) ~~(eiii)~~ **"Solicitation"** means the solicitation of votes for the Plan pursuant to, and in compliance with, PROMESA or any applicable nonbankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation.

(cxiii) ~~(eiv)~~ **"SPV" or "Issuer"** means a bankruptcy remote special purpose vehicle (which may be the Puerto Rico Electric Power Authority Revitalization Corporation, or another entity as agreed by the Required Parties after consultation with the Consulting Parties, established by the Government of Puerto Rico, and used for the Restructuring).

(cxiv) ~~(ev)~~ **"Stay Motion"** has the meaning given such term in Section 3(b).

(cxv) ~~(evi)~~ **"Stipulated Treatment"** has the meaning given such term in Section 2(c)(ii).

(cxvi) ~~(evii)~~ **"Stipulated Treatment Termination"** has the meaning given such term in Section 9(c)(i).

(cxvii) ~~(eviii)~~ **"Super Majority Holders"** means the Super Majority Uninsured Holders and Assured.

(cxviii) ~~(eix)~~ **"Super Majority Uninsured Holders"** means, as of the date of determination, Ad Hoc Group Members that beneficially own or control at least two-thirds in principal amount of the aggregate amount of the Uninsured Bonds beneficially owned or controlled by all the Ad Hoc Group Members as of such date.

(cxix) ~~(ex)~~ **"Supporting Holder(s)"** has the meaning given to such term in the Preamble.

(cxx) ~~(exi)~~ **"Surviving Administrative Claim"** has the meaning given to such term in Section 2(c)(iv).

(cxxi) ~~(exii)~~ **"Swap MTM Amount"** has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxii) **"Syncora"** has the meaning given to such term in the Preamble.

(cxxxiii) “Syncora Acceleration Price Payment Option” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxiv) “Syncora Bondholder Elections” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxv) “Syncora Election” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxvi) “Syncora Insurance Policies” has the meaning given to such terms in the Recovery Plan Term Sheet.

(cxxxvii) “Syncora Insured Bonds” mean the Bonds insured by Syncora.

(cxxxviii) “Syncora Securitization Bonds” means Securitization Bonds allocable to holders of Syncora Insured Bonds, Securitization Bonds allocable to Syncora as a beneficial owner of Uninsured Bonds identified on Syncora’s signature page hereto, or Securitization Bonds that Syncora is otherwise entitled to receive, in each case in accordance with the terms of the Agreement.

(cxxxix) “Syncora Treatment” means the treatments set forth in the Recovery Plan Term Sheet with respect to Syncora on the account of the Syncora Insured Bonds and the Uninsured Bonds identified on Syncora’s signature page hereto that are beneficially owned by Syncora.

(cxxx) ~~(exiii)~~ “TC Cap” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxxi) ~~(exiv)~~ “Title III Case” has the meaning given to such term in the Recitals.

(cxxxii) ~~(exv)~~ “Title III Court” means the United States District Court for the District of Puerto Rico in its capacity as the court presiding over the Title III Case.

(cxxxiii) ~~(exvi)~~ “Tolling Agreement” has the meaning given to such term in Section 3(c).

(cxxxiv) ~~(exvii)~~ “Tracking Mechanics Term Sheet” has the meaning given to such term in Section 2(f)(i).

(cxxxv) ~~(exviii)~~ “Tranche A Bonds” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxvi) ~~(exix)~~ “Tranche B Bonds” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxxxvii) ~~(exx)~~ “**Transfer**” has the meaning given to such term in Section 6(c)(i).

(cxxxviii) ~~(exxi)~~ “**Transformation Transaction**” means any and all transactions supported by the Government Parties whereby PREPA or the Government of Puerto Rico establishes one or more sales, leases, public-private partnerships, management contracts, concessions, or similar arrangements or transactions related to any of PREPA’s functions, assets, services, or facilities, including without limitation, any “PREPA Transaction” as defined in the *Puerto Rico Electric Power System Transformation Act*, Act 120-2018 (approved June 21, 2018).

(cxxxix) ~~(exxii)~~ “**Transition Charge**” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxl) ~~(exxiii)~~ “**Transition Charge Termination**” has the meaning given to such term in the Recovery Plan Term Sheet.

(cxli) ~~(exxiv)~~ “**Triggering Event**” means (i) a Stipulated Treatment Termination, (ii) the continuation of the Monoline Motion or commencement of any other Bondholder Litigation, provided, however, that if any Bondholder Litigation is commenced by any party, the Parties shall work in good faith to have such Bondholder Litigation dismissed, stayed, or withdrawn and a Triggering Event shall not occur as a result of such Bondholder Litigation until three (3) business days after any Government Party provides notice in accordance with Section 27 to the Required Holders, the Consulting Parties, and the Trustee that it has determined in good faith in its sole discretion that commencing a Lien Challenge is necessary to protect the rights of any Government Party, or (iii) when the Government Parties determine in good faith that pursuit of a Lien Challenge is necessary as part of the plan formulation process (*e.g.*, in response to an actual or anticipated disclosure statement or plan objection) to provide the Supporting Holders the Securitization Bond Treatment or to provide the Stipulated Treatment after a Securitization Termination.

(cxlii) ~~(exxv)~~ “**Trust Agreement**” has the meaning given to such term in the Recitals.

(cxliii) ~~(exxvi)~~ “**Trustee**” has the meaning given to such term in the Recitals.

(cxliv) ~~(exxvii)~~ “**Uninsured Bond(s)**” has the meaning given to such term in the Recitals.

(cxlv) ~~(exxviii)~~ “**Uninsured Supporting Holders**” has the meaning give to such term in the Preamble.

(cxlvi) ~~(exxix)~~ “**Waiver and Support Fees**” means the fees set forth in Sections 4(a)-(c).

(cxlvi)(~~xxxx~~)-“**Withdrawal Event**” has the meaning given to such term in Section 9(a).

(b) Rules of Interpretation.

(i) Except as expressly set forth herein, nothing contained herein shall be construed to alter, waive or otherwise affect the respective powers, rights, or responsibilities of FOMB, AAFAF, or PREPA, whether such powers, rights, or responsibilities arise under PROMESA or other applicable law.

(ii) Each Supporting Holder is a party hereto solely in its capacity as the beneficial owner or insurer of Bonds issued by PREPA; provided that no Supporting Holder shall oppose the Settlement Motion in any capacity.

(iii) When a reference is made in this Definitive RSA to a Section, Exhibit, or Schedule, such reference shall be to a Section, Exhibit, or Schedule, respectively, of or attached to this Definitive RSA unless otherwise indicated. Each of the exhibits, annexes and schedules to this Definitive RSA is expressly incorporated herein and made a part of this Definitive RSA, and all references to this Agreement or this Definitive RSA (including by use of words such as “herein”) shall include such exhibits, annexes and schedules. Unless the context of this Definitive RSA otherwise requires, (a) words using the singular or plural number also include the plural or singular number, respectively, (b) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this Definitive RSA, (c) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation,” (d) the word “or” shall not be exclusive and shall be read to mean “and/or,” (e) the word “person” shall be understood to refer to any individual, corporation, limited liability company, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government, or agency, instrumentality, or political subdivision thereof, (f) “business day” shall refer to any day other than a Saturday, Sunday or any other day on which banks located in New York, New York or San Juan, Puerto Rico are closed for business as a result of a federal, state, or local holiday, and (g) “writing,” “written,” and comparable terms refer to printing, typing, and other means of reproducing words (including electronic media) in a visible form, and any requirement that any notice, consent, or other information shall be provided in “writing” shall include email.

(iv) All Definitive Documents must be consistent with this Agreement and (other than in the case of the IRS Private Letter Ruling Request, which is subject to the consultation rights set forth in Section 7(b)(ii)) in form and substance mutually agreed upon by the Required Parties after consultation with the Consulting Parties. If a Definitive Document must be entered by the Title III Court, enacted into law, or issued by the IRS, the as-entered, as-enacted, as-confirmed, or as-issued version of such Definitive Document must be consistent with this Agreement, and in form and substance reasonably acceptable to the

Required Parties after consultation with the Consulting Parties. Notwithstanding the foregoing, after a Securitization Termination, the form and substance of the Definitive Documents shall be deemed to be reasonably acceptable to the Required Uninsured Holders and Assured if such Definitive Documents provide the Stipulated Treatment and other required payments and otherwise comply with the surviving requirements of this Definitive RSA. Any reference in this Agreement to a Definitive Document means a Definitive Document that meets the standards in this Section 1(b)(iv). Without limiting the foregoing, any Definitive Document or portion thereof that is applicable only to any Consulting Party or that either (a) modifies a Consulting Party's economic recovery in a manner different from any other Supporting Holder, (b) alters the economic terms that are specific/unique to National or Syncora as an Insurer of the National Insured Bonds or the Syncora Insured Bonds, respectively, or (c) provides for legal rights or obligations of a Consulting Party that are different in any material respect from those of any other Supporting Party, must be in form and substance mutually agreed upon by the affected Consulting Party and the Government Parties.

(v) The Additional Definitive Documents or Additional Definitive Documentation must be in form and substance reasonably acceptable to each of the Government Parties and, if an Additional Definitive Document must be entered by the Title III Court, enacted into law, or issued by the IRS or PREB, the as-entered, as-enacted, as-confirmed, or as-issued version must be in form and substance reasonably acceptable to each of the Government Parties; provided that if the Additional Definitive Documents are not reasonably acceptable to AAFAF or PREPA and FOMB proceeds without such consent, nothing herein shall prevent AAFAF from filing a Permitted Puerto Rico Objection. In addition, any portion of an Additional Definitive Document that materially relates to the treatment of the Bond Claims of Supporting Holders (including any portion relating to the Securitization Bonds, the Transition Charge or the Demand Protections) shall be consistent with this Agreement and in form and substance mutually agreed upon by the Required Parties, after consultation with the Consulting Parties, and nothing else in the Additional Definitive Documentation shall be materially inconsistent with this Agreement. If an Additional Definitive Document must be entered by the Title III Court, enacted into law, or issued by the IRS or PREB, then any portion of such Additional Definitive Document that relates to the treatment of the Bond Claims of Supporting Holders (including any portion relating to the Securitization Bonds, the Transition Charge or the Demand Protections) contained in the as-entered, as-enacted, as-confirmed, or as-issued version of such Additional Definitive Document must be in form and substance reasonably acceptable to the Required Parties, after consultation with the Consulting Parties, and nothing else in such Additional Definitive Document shall be materially inconsistent with this Agreement. Notwithstanding the foregoing, after a Securitization Termination, the form and substance of any portion of the Additional Definitive Documents that directly relates to the treatment of the Bond Claims of Supporting Holders shall be deemed to be reasonably acceptable to the Required Uninsured Holders and Assured if such portions of the Additional Definitive Document provide the Stipulated Treatment and other required

payments and otherwise comply with the surviving requirements of this Definitive RSA. Any reference in this Agreement to an Additional Definitive Document (including provisions requiring such documents to be mutually agreed upon by, or acceptable to, the Required Parties) means an Additional Definitive Document that meets the standards in this Section 1(b)(v). Without limiting the foregoing, any Additional Definitive Document or portion thereof that is applicable only to any Consulting Party or that either (a) modifies a Consulting Party's economic recovery in a manner different from any other Supporting Holder, (b) alters the economic terms that are specific/unique to National or Syncora as an Insurer of the National Insured Bonds or the Syncora Insured Bonds, respectively, or (c) provides for legal rights or obligations of a Consulting Party that are different in any material respect from those of any other Supporting Party, must be in form and substance mutually agreed upon by the affected Consulting Party and the Government Parties.

(vi) FOMB is a party hereto solely in its capacity as the representative of PREPA under PROMESA section 315(b), and AAFAF is a party hereto solely in its capacity as a representative of PREPA pursuant to Act 2-2017; provided that, without limiting the above, PREPA is entitled to exercise its rights under this Agreement (including its rights to terminate this Agreement and/or its right to consent to any waiver or amendment in accordance with the provisions of this Agreement) and provided further, that for purposes of determining whether a termination pursuant to Section 9 has occurred, (i) all actions of FOMB shall be treated only as actions of FOMB, and (ii) all actions of AAFAF shall be treated only as actions of AAFAF.

Section 2 9019 Settlement.

(a) FOMB shall file a motion (the "**Settlement Motion**") together with a draft 9019 Order with the Title III Court seeking approval of this Definitive RSA and 9019 Settlement within ten (10) business days after the execution of this Definitive RSA by the Government Parties, the Ad Hoc Group Members and Assured. Within five (5) business days of the filing of the Settlement Motion, the Ad Hoc Group and Assured shall direct the Trustee, pursuant to the Trust Agreement, to join the Settlement Motion. By signing the RSA after the RSA Execution Date, a Supporting Holder shall be deemed to have joined in such direction. None of the Supporting Holders or the Government Parties shall be required by this Definitive RSA to provide any indemnity to the Trustee and any relief requested under the Settlement Motion shall be contingent on the entry of the 9019 Order that includes a full exculpation of the Trustee and the directing Supporting Holders for any liability for joining the Settlement Motion and entering into the Tolling Agreement or providing direction in respect of the same. Concurrently with the filing of the Settlement Motion, the FOMB shall file a motion (the "**Dismissal Motion**") and form of order seeking dismissal of the Monoline Motion, which Dismissal Motion and form of order shall be in form and substance reasonably acceptable to the Required Parties.

(b) Once approved by the Title III Court, the 9019 Order shall constitute (A) a settlement of (i) the Bondholder Litigation including, without limitation, the Monoline Motion (which shall be settled as to the Supporting Holders and dismissed without prejudice to the